fund created by deed of trust to secure creditors, it is entirely competent for the court to pass upon the validity of any debt secured in the deed. Creditors not secured may, in a proper case, be admitted parties, raise all proper issues, and obtain complete relief.

5. FRAUDULENT CONVEYANCES—*Lien of attacking creditor—Fraudulent and bona fide debts secured by same deed.* A creditor who successfully assails a deed of trust on the ground that it secures a fraudulent debt along with *bona fide* debts is not entitled to be substituted to the position formerly occupied by the fraudulent debt. His lien, if not previously acquired, dates only from the commencement of his suit, and is subordinate to leins previously acquired. The deed of trust is valid as to the *bona fide* debts secured, and the fraudulent debt is eliminated and treated as if had never been inserted in the deed.

6. CHANCERY PRACTICE—*Dominion of complainant—Order of reference—Second suit by another party—Case at bar.* A suit by trustees to administer the trust is under the dominion of the complainants until there has been an order of reference, and no creditor who is not a party to the suit can become such without the leave of the court, which cannot be obtained without consent, until the next term. Although this may occasion some delay, it cannot justify the institution of another suit by such creditor to accomplish what could be effected in the pending suit. In the case at bar, the delay would have been far preferable to the conflict between the two co-ordinate courts having concurrent jurisdiction.

MARY L. JORDAN v. THE BUENA VISTA COMPANY AND OTHERS.—Decided at Richmond, November 18, 1897.—*Buchanan*, J:

1. VENDOR'S LIEN—*Duration of—Case in judgment.* A vendor's lien exists until it is clearly shown that it has been waived or released, or has been satisfied. In the case in judgment it is clearly shown that, as between the appellant and the debtor, the lien was expressly reserved, and has not been waived, released, nor satisfied.

2. ESTOPPEL—*Ignorance of misrepresentations—Intent that representations should be acted on—Case in judgment.* In order to create an equitable estoppel, or an estoppel based on a party's conduct, it must be shown by the party claiming the benefit of the estoppel that he was ignorant of the truth in regard to the misrepresentation made, and that he was permissibly ignorant thereof. Furthermore, the representation made must have been made with the intention, either actually or reasonably to be inferred by the person to whom it was made, that it should be acted on. In the case in judgment neither of these requisites exists, and the appellant is not estopped to set up her vendor's lien as against the appellees. The amount due the appellant was a part of the original purchase price of land for which a vendor's lien was reserved. It has never been paid, and the conduct of the appellant has not been such as to estop her from asserting her lien.

BLAKEMORE v. WISE AND OTHERS.—Decided at Richmond, November 18, 1897.—*Harrison*, J:

1. MARSHALLING ASSETS—*When not invoked—Double security—Common debtor.* The equity of marshalling securities is not invoked against the doubly secured